

Filing at a Glance

Company: State Auto Property and Casualty Insurance Company

Product Name: Arkansas Dwelling Fire Forms SERFF Tr Num: STAT-125256129 State: Arkansas
TOI: 01.0 Property SERFF Status: Closed State Tr Num: AR-PC-07-025772
Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines) Co Tr Num: PC-DF-2007-764 State Status:

Filing Type: Form Co Status: Reviewer(s): Becky Harrington, Betty Montesi, Brittany Yielding
Authors: Doug Griffith, Terrie Wright Disposition Date: 08-10-2007
Date Submitted: 08-10-2007 Disposition Status: Approved
Effective Date Requested (New): 11-15-2007 Effective Date (New): 11-15-2007
Effective Date Requested (Renewal): 11-15-2007 Effective Date (Renewal): 11-15-2007

General Information

Project Name: Arkansas Dwelling Fire Forms Status of Filing in Domicile:
Project Number: PC-DF-2007-764 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 08-10-2007
State Status Changed: 08-10-2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
The State Auto Property & Casualty Insurance Company submits this filing of endorsement revisions to our Dwelling Fire program, as detailed in Exhibit I, for your review.

We desire to adopt ISOs 2002 Contract revision, announced in ISO filing designation # DP-2003-002FR and DL-2003-002FR Supplement, as detailed in Exhibit I.

The required Departmental Form and a copy of the endorsements are attached.

Company and Contact

Filing Contact Information

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Filing Company Information

State Auto Property and Casualty Insurance
Company

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PO Box 66150

West Des Moines, IA 50265-0150

(614) 464-5000 ext. [Phone]

CoCode: 25127

Group Code: 175

Group Name:

FEIN Number: 57-6010814

State of Domicile: Iowa

Company Type: Property and
Casualty

State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Auto Property and Casualty Insurance Company	\$50.00	08-10-2007	15053268

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	08-10-2007	08-10-2007

Disposition

Disposition Date: 08-10-2007

Effective Date (New): 11-15-2007

Effective Date (Renewal): 11-15-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Exhibit I	Approved	Yes
Form	Basic Form	Approved	Yes
Form	Broad Form	Approved	Yes
Form	Special Form	Approved	Yes
Form	Special Provisions Arkansas	Approved	Yes
Form	Additional Living Expense	Approved	Yes
Form	Plants, Shrubs and Trees DP0001 only	Approved	Yes
Form	Windstorm or Hail Broad Form and Special Form DP0002 and DP0003	Approved	Yes
Form	Windstorm or Hail - Radio and Televisions Antennas, Awnings, and Signs	Approved	Yes
Form	Permitted Incidental Occupancies	Approved	Yes
Form	Improvements, Alterations and Additions	Approved	Yes
Form	Additional Insured - Described Location	Approved	Yes
Form	Dwelling Under Construction	Approved	Yes
Form	Dwelling Cover Sheet and Index	Approved	Yes
Form	Earthquake	Approved	Yes
Form	Lead and Pollution Exclusion Endorsement	Approved	Yes
Form	Premises Alarm or Fire Protection System	Approved	Yes
Form	Ordinance or Law Coverage Increased Amount of Coverage	Approved	Yes
Form	Ordinance or Law Coverage (DP0001 only)	Approved	Yes
Form	Amendment of Cancellation Provision	Approved	Yes
Form	Amendatory Endorsement	Approved	Yes
Form	Personal Liability	Approved	Yes
Form	Additional Residence Rented to Others 1,2,3 or 4 Families	Approved	Yes
Form	Additional Insured (Liability)	Approved	Yes
Form	Amendment Duties After A Loss (Twelve Month Reporting Period for Hail Losses)	Approved	Yes
Form	Cap on Losses from Certified Terrorism Loss	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Conditional Exclusion of Terrorism (Relating to Disposition of Fed. Terrorism Risk Insurance Act)	Approved	Yes

Form	Theft of Building Materials	Approved	Yes
Form	Special Provisions Endorsement Arkansas	Approved	Yes
Form	Evidence of Property Insurance	Approved	Yes
Form	Dwelling Fire Application	Approved	Yes
Form	Unit-Owners Coverage	Approved	Yes
Form	Unit-Owners Coverage Modified Other Insurance and Service Agreement Condition	Approved	Yes
Form	Premises Liability (Non-Owner Occupied Dwelling)	Approved	Yes
Form	No Coverage for Home Day Care Business	Approved	Yes
Form	Earthquake Coverage Amendment	Approved	Yes
Form	Premium Sharing	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Basic Form	DP0001	(12/02)	Endorsement/Amendment/Conditions	DP-1 (01/77)	0.00	DP0001 (12-02).pdf
Approved	Broad Form	DP0002	(12/02)	Endorsement/Amendment/Conditions	DP-2 (01/77)	0.00	DP0002 (12-02).pdf
Approved	Special Form	DP0003	(12/02)	Endorsement/Amendment/Conditions	DP-3 (01/77)	0.00	DP0003 (12-02).pdf
Approved	Special Provisions Arkansas	DP0103	(02/07)	Endorsement/Amendment/Conditions	DF0103 (02/07)	0.00	DP0103 (02-07).pdf
Approved	Additional Living Expense	DP0414	(12/02)	Endorsement/Amendment/Conditions	DP0014 (08/81)	0.00	DP0414 (12-02).pdf
Approved	Plants, Shrubs and Trees DP0001 only	DP0417	(12/02)	Endorsement/Amendment/Conditions	DP0017 (01/77)	0.00	DP0417 (12-02).pdf
Approved	Windstorm or Hail Broad Form and Special Form DP0002 and DP0003	DP0418	(12/02)	Endorsement/Amendment/Conditions	DP0018 (01/77)	0.00	DP0418 (12-02).pdf
Approved	Windstorm or Hail - Radio and Televisions Antennas, Awnings, and Signs	DP0419	(12/02)	Endorsement/Amendment/Conditions	DP0019 (01/77)	0.00	DP0419 (12-02).pdf
Approved	Permitted Incidental Occupancies	DP0420	(12/02)	Endorsement/Amendment/Conditions	DP0020 (01/77)	0.00	DP0420 (12-02).pdf
Approved	Improvements, Alterations and	DP0431	(12/02)	Endorsement/Amendment	DP0031 (08/82)	0.00	DP0431 (12-02).pdf

	Additions			ent/Condi tions			
Approved	Additional Insured - Described Location	DP0441	(12/02)	Endorsement/Amendment/Conditions	DP0441 (07/88)	0.00	DP0441 (12-02).pdf
Approved	Dwelling Under Construction	DP1143	(12/02)	Endorsement/Amendment/Conditions	DP0043 (06/79)	0.00	DP1143 (12-02).pdf
Approved	Dwelling Cover Sheet and Index	FI-36	(09/07)	Endorsement/Amendment/Conditions	FI-36 (01/79)	0.00	FI-36 (09-07).pdf
Approved	Earthquake	DF0469	(12/02)	Endorsement/Amendment/Conditions	FI-0069 (07/85)	0.00	DF0469 (12-02).pdf
Approved	Lead and Pollution Exclusion Endorsement	FI-179	(10/00)	Endorsement/Amendment/Conditions	FI-179 (01/93)	0.00	FI-179 (10-00).pdf
Approved	Premises Alarm or Fire Protection System	DP0470	(12/02)	Endorsement/Amendment/Conditions	HO216 (07/77)	0.00	DP0470 (12-02).pdf
Approved	Ordinance or Law Coverage Increased Amount of Coverage	DP0471	(12/02)	Endorsement/Amendment/Conditions	HO277 (01/79)	0.00	DP0471 (12-02).pdf
Approved	Ordinance or Law Coverage (DP0001 only)	DP0474	12/02	Endorsement/Amendment/Conditions		0.00	DP0474 (12-02).pdf
Approved	Amendment of Cancellation Provision	DF2073	(09/07)	Endorsement/Amendment/Conditions	DF2073 (02/06)	0.00	DF2073 (09-07).pdf
Approved	Amendatory Endorsement	FI1015	(03/07)	Endorsement/Amendment/Conditions		0.00	FI1015 (03-07).pdf
Approved	Personal Liability	DL2401	(12/02)	Endorsement/Amendment	CPL-1 (01/78)	0.00	DL2401 (12-02).pdf

				ent/Condi tions			
Approved	Additional Residence Rented to Others 1,2,3 or 4 Families	DL2404	(12/02)	Endorseme Replaced nt/Amendm ent/Condi tions	PL2404 (01/78)	0.00	DL2404 (12- 02).pdf
Approved	Additional Insured (Liability)	DL2410	(12/02)	Endorseme Replaced nt/Amendm ent/Condi tions	PL2410 (01/78)	0.00	DL2410 (12- 02).pdf
Approved	Amendment Duties After A Loss (Twelve Month Reporting Period for Hail Losses)	DF2049	(05/05)	Endorseme Replaced nt/Amendm ent/Condi tions	DF2050 (09/04)	0.00	DF2049 (05- 05).pdf
Approved	Cap on Losses from Certified Terrorism Loss	DF2075	(01/06)	Endorseme Replaced nt/Amendm ent/Condi tions	DF2009 (01/06)	0.00	DF2075 (01- 06).pdf
Approved	Exclusion of Certified Acts of Terrorism	DF2076	(01/06)	Endorseme Replaced nt/Amendm ent/Condi tions	DF2010 (01/06)	0.00	DF2076 (01- 06).pdf
Approved	Conditional Exclusion of Terrorism (Relating to Disposition of Fed. Terrorism Risk Insurance Act)	DF2077	(01/07)	Endorseme Replaced nt/Amendm ent/Condi tions	DF2045 (01/06)	0.00	DF2077 (01- 07).pdf
Approved	Theft of Building Materials	FI-50	(04/88)	Endorseme Replaced nt/Amendm ent/Condi tions	FI-50 (10/79)	0.00	FI-50 (04- 88).pdf
Approved	Special Provisions Endorsement Arkansas	DL2503	12/03)	Endorseme Replaced nt/Amendm ent/Condi tions	PL2412AR (09/86)	0.00	DL2503 (12- 03).pdf
Approved	Evidence of Property Insurance	ACORD 27	(2006/07)	Endorseme Replaced nt/Amendm ent/Condi tions	ACORD 27 (2004/04)	0.00	ACORD 27 (2007- 01).pdf

Approved	Dwelling Fire Application	ACORD 84	(2007/01)	Application/ Replaced Binder/Enrollment	ACORD 84 (2005/08)	0.00	ACORD 84 (2007-01).pdf
Approved	Unit-Owners Coverage	DP1766	(12/02)	Endorsement/Amendment/Conditions		0.00	DP1766 (12-02).pdf
Approved	Unit-Owners Coverage Modified Other Insurance and Service Agreement Condition	DP1771	(12/02)	Endorsement/Amendment/Conditions		0.00	DP1771 (12-02).pdf
Approved	Premises Liability (Non-Owner Occupied Dwelling)	DL2411	(12/02)	Endorsement/Amendment/Conditions		0.00	DL2411 (12-02).pdf
Approved	No Coverage for Home Day Care Business	DL2416	(12/02)	Endorsement/Amendment/Conditions		0.00	DL2416 (12-02).pdf
Approved	Earthquake Coverage Amendment	FI-163	(02/91)	Endorsement/Amendment/Conditions		0.00	FI-163 (02-91).pdf
Approved	Premium Sharing	DP0430	(12/02)	Endorsement/Amendment/Conditions	DP0030 (1/77)	0.00	DP0430 1202.pdf

DWELLING PROPERTY 1 - BASIC FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

A. Coverage A - Dwelling

1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

2. We do not cover land, including land on which the dwelling is located.

B. Coverage B - Other Structures

1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection.

2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial,

manufacturing or farming purposes solely owned by you or a tenant of the dwelling provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or

d. Grave markers, including mausoleums.

C. Coverage C - Personal Property

1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.
We do cover model or hobby aircraft not used or designed to carry people or cargo;
- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Motor vehicles or all other motorized land conveyances.

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles and all other motorized land conveyances, and its accessories. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any device or instrument described above.

The exclusion of property described in Paragraphs (a) and (b) above applies only while such property is in or upon the vehicle or conveyance.

- (2) We do cover motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:

(a) Used solely to service the Described Location; or

(b) Designed to assist the handicapped;

- f. Watercraft of all types, other than rowboats and canoes;

- g. Data, including data stored in:

(1) Books of account, drawings or other paper records; or

(2) Computers and related equipment;

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;

- h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds; or

- i. Water or steam; or

- j. Grave markers, including mausoleums.

3. Property Removed To A Newly Acquired Principle Residence

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

D. Coverage D - Fair Rental Value

1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

2. If a civil authority prohibits you from use of the Described Location as a result of direct damage

to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

3. The periods of time referenced above are not limited by the expiration of this policy.

4. We do not cover loss or expense due to cancellation of a lease or agreement.

E. Other Coverages

1. Other Structures

You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

2. Debris Removal

We will pay your reasonable expense for the removal of:

a. Debris of covered property if a Peril Insured Against causes the loss; or

b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property.

3. Improvements, Alterations And Additions

If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

4. World-Wide Coverage

You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C while anywhere in the world. This coverage does not apply to property of guests or servants or to rowboats or canoes.

Payment under this coverage reduces the Coverage C limit of liability by the amount paid for the same loss.

5. Rental Value

You may use up to 20% of the Coverage A limit of liability for loss of fair rental value as described in Coverage D. We will pay only 1/12 of this 20% for each month the rented part of the Described Location is unfit for its normal use.

Payment under this coverage reduces the Coverage A limit of liability by the amount paid for the same loss.

6. Reasonable Repairs
 - a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.
 - b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by a Peril Insured Against. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property; or
 - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition D.2.
7. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 5 days while removed. This coverage does not change the limit of liability that applies to the property being removed.
8. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

PERILS INSURED AGAINST

We insure for direct physical loss to the property covered caused by a peril listed below unless the loss is excluded in the General Exclusions.

- 1A. Fire Or Lightning
- 1B. Internal Explosion
 - a. Internal Explosion means explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.
 - b. Explosion does not mean:
 - (1) Electric arcing;
 - (2) Breakage of water pipes; or
 - (3) Breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2. through 8. are made part of Perils Insured Against.

2. Windstorm Or Hail

This peril does not include loss:

 - a. To the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
 - b. To the following property when outside of the building:
 - (1) Awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or
 - (2) Canoes and rowboats.
 3. Explosion

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control. Explosion does not mean:

 - a. Electric arcing;
 - b. Breakage of water pipes; or
 - c. Breakage or operation of pressure relief devices.

This peril replaces Peril 1B.
 4. Riot Or Civil Commotion
 5. Aircraft

This peril includes self-propelled missiles and spacecraft.
 6. Vehicles

This peril does not include loss caused by:

 - a. A vehicle owned or operated by you or a resident of the Described Location; or
 - b. Any vehicle to fences, driveways and walks.
 7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment. This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.
 8. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.
- When a Premium for Vandalism Or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.
9. Vandalism Or Malicious Mischief

This peril does not include loss:

 - a. To glass or safety glazing material constituting a part of the building other than glass building blocks;
 - b. By pilferage, theft, burglary or larceny, but we will be liable for damage to the building covered caused by burglars; or

- c. To property on the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

GENERAL EXCLUSIONS

A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion A.1. applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or

which overflows or is discharged from a sump, sump pump or related equipment; or

- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss caused by that Peril Insured Against.

5. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel;
- c. Destruction or seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public

authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

- B. We do not cover loss to lawns, plants, shrubs or trees outside of buildings.

CONDITIONS

A. Policy Period

This policy applies only to loss which occurs during the policy period.

B. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. For an amount greater than the interest of a person insured under this policy at the time of loss; or
2. For more than the applicable limit of liability.

C. Concealment Or Fraud

We provide coverage to no persons insured under this policy if, whether before or after a loss, one or more persons insured under this policy have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements; relating to this insurance.

D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:

- a. The time and cause of loss;
- b. Your interest and that of all others in the property involved and all liens on the property;
- c. Other insurance which may cover the loss;
- d. Changes in title or occupancy of the property during the term of the policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in Paragraph D.3.;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

E. Loss Settlement

Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace the damaged property.

F. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

G. Glass Replacement

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

H. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

I. Other Insurance And Service Agreement

If property covered by this policy is also covered by:

1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property; or

2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- J. Subrogation
You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.
- K. Suit Against Us
No action can be brought against us unless there has been full compliance with all of the terms under this policy and the action is started within two years after the date of loss.
- L. Our Option
If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
- M. Loss Payment
We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
1. Reach an agreement with you;
 2. There is an entry of a final judgment; or
 3. There is a filing of an appraisal award with us.
- N. Abandonment Of Property
We need not accept any property abandoned by you.
- O. Mortgage Clause
1. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
 2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Paragraphs
- G. Appraisal, J. Suit Against Us and L. Loss Payment also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
 4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
 5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
- P. No Benefit To Bailee
We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.
- Q. Cancellation
1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
 2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.
- This can be done by letting you know at least 30 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
 - 3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 - 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- R. Nonrenewal
- We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
- S. Liberalization Clause
- If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.
- This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
- 1. A subsequent edition of this policy; or
 - 2. An amendatory endorsement.
- T. Waiver Or Change Of Policy Provisions
- A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
- U. Assignment
- Assignment of this policy will not be valid unless we give our written consent.

- V. Death
- If you die, we insure:
- 1. Your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
 - 2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.
- W. Nuclear Hazard Clause
- 1. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
 - 2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
 - 3. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.
- X. Recovered Property
- If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.
- Y. Volcanic Eruption Period
- One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.
- Z. Loss Payable Clause
- If the Declarations show a loss payee for certain listed insured personal property, that person is considered an insured in this policy with respect to that property. If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

DWELLING PROPERTY 2 - BROAD FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

A. Coverage A - Dwelling

1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

2. We do not cover land, including land on which the dwelling is located.

B. Coverage B - Other Structures

1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection.

2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such property does not include gaseous or liquid fuel, other

than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or

d. Grave markers, including mausoleums.

C. Coverage C - Personal Property

1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft. We do cover model or hobby aircraft not used or designed to carry people or cargo;
- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Motor vehicles or all other motorized land conveyances.

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles and all other motorized land conveyances, and its accessories. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any device or instrument described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the vehicle or conveyance.

- (2) We do cover motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:
 - (a) Used solely to service the Described Location; or
 - (b) Designed to assist the handicapped;
 - f. Watercraft of all types, other than rowboats and canoes;
 - g. Data, including data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment;
 We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
 - h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
 - i. Water or steam; or
 - j. Grave markers, including mausoleums.
3. **Property Removed To A Newly Acquired Principle Residence**
 If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.
- D. Coverage D - Fair Rental Value**
- 1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.
 Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.
 - 2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.
 - 3. The periods of time referenced above are not limited by the expiration of this policy.

- 4. We do not cover loss or expense due to cancellation of a lease or agreement.
- E. Coverage E - Additional Living Expense**
- 1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.
 Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
 - 2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.
 - 3. The periods of time referenced above are not limited by the expiration of this policy.
 - 4. We do not cover loss or expense due to cancellation of a lease or agreement.
- F. Other Coverages**
- 1. **Other Structures**
 You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.
 This coverage is additional insurance.
 - 2. **Debris Removal**
 We will pay your reasonable expense for the removal of:
 - a. Debris of covered property if a Peril Insured Against causes the loss; or
 - b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.
 This expense is included in the limit of liability that applies to the damaged property.
 - 3. **Improvements, Alterations And Additions**
 If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.
 This coverage is additional insurance.
 - 4. **World-Wide Coverage**
 You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C except rowboats and canoes, while anywhere in the world.
 Use of this coverage reduces the Coverage C limit of liability for the same loss.

5. Rental Value And Additional Living Expense
You may use up to 20% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

This coverage is additional insurance.

6. Reasonable Repairs

- a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.
- b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by a Peril Insured Against. This coverage does not:
 - (1) Increase the limit of liability that applies to the covered property; or
 - (2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition D.2.

7. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

8. Trees, Shrubs And Other Plants

We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against:

- a. Fire or lightning;
- b. Explosion;
- c. Riot or civil commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by you or a resident of the Described Location; or
- f. Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

9. Fire Department Service Charge

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect

covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

10. Collapse

- a. With respect to this Other Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) The Perils Insured Against in this policy;
- (2) Decay that is hidden from view, unless the presence of such decay is known to you prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to you prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.(2) through (6) above unless the loss

is a direct result of the collapse of a building or any part of a building.

- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

11. Glass Or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

c. This coverage does not increase the limit of liability that applies to the damaged property.

12. Ordinance Or Law

a. The Ordinance Or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. If you are an owner of a Described Location, and that location:

- (1) Is insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-Owners Building Items at each Described Location; or
- (2) Is not insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.

c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location. Also, the words "covered building" used throughout this Other Coverage 12. Ordinance Or Law, refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations And Additions.

d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

e. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

PERILS INSURED AGAINST

We insure for direct physical loss to the property covered caused by a peril listed below unless the loss is excluded in the General Exclusions.

- 1. Fire Or Lightning
- 2. Windstorm Or Hail

This peril does not include loss:

- a. To the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or

- b. To the following property when outside of the building:
 - (1) Awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers;
 - (2) Canoes and rowboats; or
 - (3) Trees, shrubs, plants or lawns.
- 3. Explosion
- 4. Riot Or Civil Commotion
- 5. Aircraft
This peril includes self-propelled missiles and spacecraft.
- 6. Vehicles
This peril does not include loss to a fence, driveway, or walk caused by a vehicle owned or operated by you or a resident of the Described Location.
- 7. Smoke
This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.
This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
- 8. Vandalism Or Malicious Mischief
This peril does not include loss:
 - a. By pilferage, theft, burglary or larceny; or
 - b. To property on the Described Location, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
- 9. Damage By Burglars
This peril means damage to covered property caused by burglars.
This peril does not include:
 - a. Theft of property; or
 - b. Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.
- 10. Falling Objects
This peril does not include loss:
 - a. To the inside of a building or property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object.
 - b. To outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers, outdoor equipment, awnings and fences.
 Damage to the falling object itself is not covered.
- 11. Weight Of Ice, Snow Or Sleet
This peril means weight of ice, snow or sleet

which causes damage to a building or property contained in the building.

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.

- 12. Accidental Discharge Or Overflow Of Water Or Steam
 - a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay to tear out and replace any part of a building, or other structure, on the Described Location, but only when necessary to repair the system or appliance from which the water or steam escaped. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the Described Location.
 - b. This peril does not include loss:
 - (1) To a building caused by constant or repeated seepage or leakage over a period of weeks, months or years;
 - (2) On the Described Location, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
 - (3) To the system or appliance from which the water or steam escaped;
 - (4) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing below; or
 - (5) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location.
 - c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
 - d. General Exclusion 3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.
- 13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging
This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.
This peril does not include loss caused by or resulting from freezing except as provided in Perils Insured Against 14. Freezing below.

14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

15. Sudden And Accidental Damage From Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

16. Volcanic Eruption

This peril does not include loss caused by earthquake, land shock waves or tremors.

GENERAL EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided under Other Coverage 12. Ordinance Or Law;

- b. The requirements of which result in a loss in value to property; or

- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion 1. applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;

- b. Landslide, mudslide or mudflow;

- c. Subsidence or sinkhole; or

- d. Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, whether or not driven by wind;

- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or

- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss caused by that Peril Insured Against.

5. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;

- b. Warlike act by a military force or military personnel;

- c. Destruction or seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

9. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

CONDITIONS

A. Policy Period

This policy applies only to loss which occurs during the policy period.

B. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. For an amount greater than the interest of a person insured under this policy at the time of loss; or
2. For more than the applicable limit of liability.

C. Concealment Or Fraud

We provide coverage to no persons insured under this policy if, whether before or after a loss, one or more persons insured under this policy have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements; relating to this insurance.

D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents

we request and permit us to make copies; and

- c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
- a. The time and cause of loss;
 - b. Your interest and that of all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in D.3.;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

E. Loss Settlement

In this Condition E., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in Other Coverage F.12. Ordinance Or Law. Covered property losses are settled as follows:

1. Property of the following types:
 - a. Personal property;
 - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - c. Structures that are not buildings;at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
 - a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (1) The limit of liability under this policy that applies to the building;
 - (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or

(3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.

b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

(1) The actual cash value of that part of the building damaged; or

(2) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

(1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;

(2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

(3) Underground flues, pipes, wiring and drains.

d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. above.

However, if the cost to repair or replace the damage is both:

(1) Less than 5% of the amount of insurance in this policy on the building; and

(2) Less than \$2,500;
we will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.

e. You may disregard the replacement cost loss settlement provisions and make

claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition E. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.

F. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

G. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

H. Other Insurance And Service Agreement

If property covered by this policy is also covered by:

1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

I. Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

J. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under this policy and the action is started within two years after the date of loss.

K. Our Option

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

L. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

M. Abandonment Of Property

We need not accept any property abandoned by you.

N. Mortgage Clause

1. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Paragraphs G. Appraisal, J. Suit Against Us and L. Loss Payment also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or

- b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

O. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

P. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.This can be done by letting you know at least 30 days before the date cancellation takes effect.
 - d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it

within a reasonable time after the date cancellation takes effect.

Q. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

R. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

S. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

T. Assignment

Assignment of this policy will not be valid unless we give our written consent.

U. Death

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;

2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

V. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

W. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

X. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

Y. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, that person is considered an insured in this policy with respect to that property.

If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

DWELLING PROPERTY 3 - SPECIAL FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.

DEDUCTIBLE

Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations.

COVERAGES

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

A. Coverage A - Dwelling

1. We cover:

- a. The dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
- b. Materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
- c. If not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

2. We do not cover land, including land on which the dwelling is located.

B. Coverage B - Other Structures

1. We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection.

2. We do not cover:

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage;
- c. Other structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such property does not include gaseous or liquid fuel, other than

fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or

d. Gravemarkers, including mausoleums.

C. Coverage C - Personal Property

1. Covered Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. After a loss and at your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

2. Property Not Covered

We do not cover:

- a. Accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum other than platinumware, securities, silver other than silverware, tickets, stamps, scrip, stored value cards and smart cards;
- b. Animals, birds or fish;
- c. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft.
We do cover model or hobby aircraft not used or designed to carry people or cargo;
- d. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- e. Motor vehicles or all other motorized land conveyances.

(1) This includes:

- (a) Their accessories, equipment and parts; or
- (b) Any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles and all other motorized land conveyances, and its accessories. Accessories include antennas, tapes, wires, records, discs or other media that can be used with any device or instrument described above.

The exclusion of property described in (a) and (b) above applies only while such property is in or upon the vehicle or conveyance.

- (2) We do cover motor vehicles or other motorized land conveyances not required to be registered for use on public roads or property which are:
 - (a) Used solely to service the Described Location; or
 - (b) Designed to assist the handicapped;
 - f. Watercraft of all types, other than rowboats and canoes;
 - g. Data, including data stored in:
 - (1) Books of account, drawings or other paper records; or
 - (2) Computers and related equipment;
 We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
 - h. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
 - i. Water or steam; or
 - j. Gravemarkers, including mausoleums.
3. Property Removed To A Newly Acquired Principle Residence
- If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.
- D. Coverage D - Fair Rental Value
1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.
Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.
 2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.
 3. The periods of time referenced above are not limited by the expiration of this policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.
- E. Coverage E - Additional Living Expense
1. If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.
Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
 2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.
 3. The periods of time referenced above are not limited by the expiration of this policy.
 4. We do not cover loss or expense due to cancellation of a lease or agreement.
- F. Other Coverages
1. Other Structures
You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.
This coverage is additional insurance.
 2. Debris Removal
We will pay your reasonable expense for the removal of:
 - a. Debris of covered property if a Peril Insured Against causes the loss; or
 - b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.
 This expense is included in the limit of liability that applies to the damaged property.
 3. Improvements, Alterations And Additions
If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.
This coverage is additional insurance.
 4. World-Wide Coverage
You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C except rowboats and canoes, while anywhere in the world.
Use of this coverage reduces the Coverage C limit of liability for the same loss.

5. **Rental Value And Additional Living Expense**
You may use up to 20% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.
This coverage is additional insurance.
6. **Reasonable Repairs**
a. In the event that covered property is damaged by a Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage.
b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by a Peril Insured Against.
This coverage does not:
(1) Increase the limit of liability that applies to the covered property; or
(2) Relieve you of your duties, in case of a loss to covered property, as set forth in Condition D.2.
7. **Property Removed**
We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.
This coverage does not change the limit of liability that applies to the property being removed.
8. **Trees, Shrubs And Other Plants**
We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against:
a. Fire or lightning;
b. Explosion;
c. Riot or civil commotion;
d. Aircraft;
e. Vehicles not owned or operated by you or a resident of the Described Location; or
f. Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.
The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.
This coverage is additional insurance.
9. **Fire Department Service Charge**
We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect

covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

10. **Collapse**

a. With respect to this Other Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) The Perils Insured Against named under Coverage C;
- (2) Decay that is hidden from view, unless the presence of such decay is known to you prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to you prior to collapse;
- (4) Weight of contents, equipment, animals or people;
- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.(2) through (6) above unless the loss is a direct result of the collapse of a

building or any part of a building.

- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

11. Glass Or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

c. This coverage does not increase the limit of liability that applies to the damaged property.

12. Ordinance Or Law

a. The Ordinance Or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.

b. If you are an owner of a Described Location, and that location:

- (1) Is insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-Owners Building Items at each Described Location; or

- (2) Is not insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.

c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location. Also, the words "covered building" used throughout this Other Coverage 12. Ordinance Or Law, refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations And Additions.

d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

e. We do not cover:

- (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any covered building or other structure. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

PERILS INSURED AGAINST

A. Coverage A - Dwelling And Coverage B - Other Structures

- 1. We insure against risk of direct physical loss to property described in Coverages A and B.
- 2. We do not insure, however, for loss:
 - a. Excluded under General Exclusions;
 - b. Involving collapse, except as provided in Other Coverage 10. Collapse; or
 - c. Caused by:
 - (1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the

system or appliance caused by freezing. This provision does not apply if you have used reasonable care to:

- (a) Maintain heat in the building; or
- (b) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- (2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (a) Fence, pavement, patio or swimming pool;
 - (b) Footing, foundation, bulkhead, wall, or any other structure or device, that supports all or part of a building or other structure;
 - (c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
 - (d) Pier, wharf or dock;
- (3) Theft of property not part of a covered building or structure;
- (4) Theft in or to a dwelling or structure under construction;
- (5) Wind, hail, ice, snow or sleet to:
 - (a) Outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
 - (b) Trees, shrubs, plants or lawns;
- (6) Vandalism and malicious mischief, theft or attempted theft, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, theft or attempted theft, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- (7) Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

- (8) Any of the following:
 - (a) Wear and tear, marring, deterioration;
 - (b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
 - (c) Smog, rust or other corrosion, mold, wet or dry rot;
 - (d) Smoke from agricultural smudging or industrial operations;
 - (e) Discharge, dispersal, seepage, migration release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 - (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings; or
 - (g) Birds, vermin, rodents, insects or domestic animals.

Exception To c.(8)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, off the Described Location; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location. This includes the cost to tear out and replace any part of a building, or other structure, on the Described Location, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the Described Location.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or roof drain, gutter, down spout or similar fixtures or equipment.

General Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of ground do not apply to loss by water covered under c.(8) above.

Under 2.b. and c. above, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

B. Coverage C - Personal Property

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in the General Exclusions.

1. Fire Or Lightning

2. Windstorm Or Hail

This peril does not include loss to:

- a. Property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening;
- b. Canoes and rowboats; or
- c. Trees, shrubs or plants.

3. Explosion

4. Riot Or Civil Commotion

5. Aircraft

This peril includes self-propelled missiles and spacecraft.

6. Vehicles

7. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism Or Malicious Mischief

This peril does not include loss by pilferage, theft, burglary or larceny.

9. Damage By Burglars

- a. This peril means damage to covered property caused by burglars.
- b. This peril does not include:
 - (1) Theft of property; or
 - (2) Damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 60 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

10. Falling Objects

This peril does not include loss to property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not covered.

11. Weight Of Ice, Snow Or Sleet

This peril means weight of ice, snow or sleet which causes damage to property contained in the building.

12. Accidental Discharge Or Overflow Of Water Or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
 - (1) To the system or appliance from which the water or steam escaped;
 - (2) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing; or
 - (3) On the Described Location caused by accidental discharge or overflow which occurs off the Described Location.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment; or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. General Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

13. Sudden And Accidental Tearing Apart, Cracking, Burning Or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing except as provided in the peril of freezing below.

14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain all systems and appliances of water.However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment; or a roof drain, gutter, downspout or similar fixtures or equipment.
- 15. Sudden And Accidental Damage From Artificially Generated Electrical Current
This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.
- 16. Volcanic Eruption
This peril does not include loss caused by earthquake, land shock waves or tremors.

GENERAL EXCLUSIONS

A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Ordinance Or Law means any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion A.1.a. does not apply to the amount of coverage that may be provided under Other Coverage 12. Ordinance Or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion A.1. applies whether or not the property has been physically damaged.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole; or
- d. Any other earth movement including earth sinking, rising or shifting;
caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.

3. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water or spray from any of these, whether or not driven by wind;
- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.
Direct loss by fire or explosion resulting from water damage is covered.

4. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss caused by that Peril Insured Against.

5. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

6. War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel;
- c. Destruction or seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

7. Nuclear Hazard

This Exclusion A.7. pertains to Nuclear Hazard to the extent set forth in the Nuclear Hazard Clause of the Conditions.

8. Intentional Loss

Intentional Loss means any loss arising out of any act you or any person or organization named as an additional insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, neither you nor any such person or organization is entitled to coverage, even those who did not commit or conspire to commit the act causing the loss.

9. Governmental Action
Governmental Action means the destruction, confiscation or seizure of property described in A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

- B. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in A. above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
3. Faulty, inadequate or defective:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;of part or all of any property whether on or off the Described Location.

CONDITIONS

- A. Policy Period

This policy applies only to loss which occurs during the policy period.

- B. Insurable Interest And Limit Of Liability

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. For an amount greater than the interest of a person insured under this policy at the time of loss; or
2. For more than the applicable limit of liability.

- C. Concealment Or Fraud

We provide coverage to no persons insured under this policy if, whether before or after a loss, one or more persons insured under this policy have:

1. Intentionally concealed or misrepresented any material fact or circumstance;
 2. Engaged in fraudulent conduct; or
 3. Made false statements;
- relating to this insurance.

- D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

1. Give prompt notice to us or our agent;
2. Protect the property from further damage. If repairs to the property are required, you must:
 - a. Make reasonable and necessary repairs to protect the property; and
 - b. Keep an accurate record of repair expenses;
3. Cooperate with us in the investigation of a claim;
4. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
5. As often as we reasonably require:
 - a. Show the damaged property;
 - b. Provide us with records and documents we request and permit us to make copies; and
 - c. Submit to examination under oath, while not in the presence of another named insured, and sign the same;
6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
 - a. The time and cause of loss;
 - b. Your interest and that of all others in the property involved and all liens on the property;
 - c. Other insurance which may cover the loss;
 - d. Changes in title or occupancy of the property during the term of the policy;
 - e. Specifications of damaged buildings and detailed repair estimates;
 - f. The inventory of damaged personal property described in D.3.;
 - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.

- E. Loss Settlement

In this Condition E., the terms "cost to repair or replace" and "replacement cost" do not include the increased costs incurred to comply with the enforcement of any ordinance or law except to the extent that coverage for these increased costs is provided in Other Coverage F.12. Ordinance Or Law. Covered property losses are settled as follows:

1. Property of the following types:
 - a. Personal property;
 - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - c. Structures that are not buildings;at actual cash value at the time of loss but not more than the amount required to repair or replace.
2. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of any deductible and without deduction for depreciation, but not more than the least of the following amounts:

- (1) The limit of liability under this policy that applies to the building;
- (2) The replacement cost of that part of the building damaged with material of like kind and quality and for like use; or
- (3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in (2) above is limited to the cost which would have been incurred if the building had been built at the original premises.

- b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

- (1) The actual cash value of that part of the building damaged; or
- (2) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

- (1) Excavations, footings, foundations, piers or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
- (2) Those supports in (1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
- (3) Underground flues, pipes, wiring and drains.

- d. We will pay no more than the actual cash value of the damage until actual

repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a. and b. above.

However, if the cost to repair or replace the damage is both:

- (1) Less than 5% of the amount of insurance in this policy on the building; and

- (2) Less than \$2,500;

we will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.

- e. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition E. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.

F. Loss To A Pair Or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between actual cash value of the property before and after the loss.

G. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

H. Other Insurance And Service Agreement

If property covered by this policy is also covered by:

1. Other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property; or

2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.
- I. Subrogation
You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.
 - J. Suit Against Us
No action can be brought against us unless there has been full compliance with all of the terms under this policy and the action is started within two years after the date of loss.
 - K. Our Option
If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.
 - L. Loss Payment
We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 1. Reach an agreement with you;
 2. There is an entry of a final judgment; or
 3. There is a filing of an appraisal award with us.
 - M. Abandonment Of Property
We need not accept any property abandoned by you.
 - N. Mortgage Clause
 1. If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
 2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your
- failure to do so. Policy conditions relating to Paragraphs G. Appraisal, J. Suit Against Us and L. Loss Payment also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
 4. If we pay the mortgagee for any loss and deny payment to you:
 - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
 5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
- O. No Benefit To Bailee
We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.
 - P. Cancellation
 1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
 2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
 - a. When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
 - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
 - c. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
 - (2) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.
 3. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
- Q. Nonrenewal
- We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
- R. Liberalization Clause
- If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.
- This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of this policy; or
 2. An amendatory endorsement.
- S. Waiver Or Change Of Policy Provisions
- A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.
- T. Assignment
- Assignment of this policy will not be valid unless we give our written consent.

U. Death

If you die, we insure:

1. Your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
2. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

V. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

W. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

X. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

Y. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, that person is considered an insured in this policy with respect to that property. If we decide to cancel or not renew this policy, that loss payee will be notified in writing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - ARKANSAS

CONDITIONS

G. Appraisal is replaced by the following:

G. Appraisal

If you and we fail to agree on the amount of loss, an appraisal of the loss may take place. However, an appraisal will take place only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will choose a competent and impartial appraiser within 20 days after both parties agree. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the residence premises is located. The appraisers will separately state the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

(This is Condition H. in Form DP 00 01.)

I. Subrogation is replaced by the following:

I. Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. However, we will be entitled to a recovery only after the insured person has been fully compensated for the loss sustained.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

(This is Condition J. in Form DP 00 01.)

J. Suit Against Us is replaced by the following:

J. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms under this policy and the action is started within five years after the date of loss.

(This is Condition K. in Form DP 00 01.)

N. Mortgage Clause

Paragraph 3. is replaced by the following:

3. If we decide to cancel this policy, the mortgagee will be notified:

- a. At least 10 days before the date cancellation takes effect if:

(1) We cancel for nonpayment of premium; or

(2) The policy has been in effect less than 60 days and is not a renewal with us.

- b. At least 20 days before the date cancellation takes effect in all other cases.

If we decide not to renew this policy, the mortgagee will be notified at least 30 days before the date nonrenewal takes effect.

(This is Condition O. in Form DP 00 01.)

P. Cancellation

Paragraphs 2.c. and 2.d. are replaced by the following:

- c. When this policy has been in effect for 60 days or more or at any time if it is a renewal with us, we may cancel:

(1) Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing this policy, or in presenting a claim under this policy;

(2) Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

(3) If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of such property which substantially increases any hazard insured against;

(4) For nonpayment of membership dues required by us as a condition of the issuance and maintenance of the policy; or

(5) In the event of a material violation of a material provision of this policy.

This can be done by letting you know at least 20 days before the date cancellation takes effect.

- d. When this policy is written for a period of more than one year, we may cancel for any reason(s) noted in 2.c. at anniversary by letting you know at least 20 days before the date cancellation takes effect.

(This is Condition Q. in Form DP 00 01.)

Y. Loss Payable Clause is replaced by the following:

Y. Loss Payable Clause

If the Declarations show a loss payee for certain listed insured personal property, that person is considered an insured in this policy with respect to that property.

If we decide to cancel this policy, that loss payee will be notified in writing.

If we decide to not renew this policy, that loss payee will be notified in writing at least 30 days before the date nonrenewal takes effect.

(This is Condition Z. in Form DP 00 01.)

All other provisions of this policy apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL LIVING EXPENSE

FORM DP 00 01 ONLY

1. We cover, for the limit of liability shown in this policy for this coverage, the necessary increase in living expense incurred by you so that your household can maintain its normal standard of living when a loss to property described in Coverages A, B or C by a Peril Insured Against in this policy makes the Described Location unfit for its normal use.
Payment will be:
 - a. For the shortest time required to repair or replace the Described Location; or
 - b. If you permanently relocate, for the shortest time required for your household to settle elsewhere.
2. If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for a period not exceeding two weeks during which use is prohibited.
3. The periods of time referenced above are not limited by the expiration of this policy.
4. We do not cover loss or expense due to cancellation of a lease or agreement.

All other provisions of this policy apply.

DP0414 (12/02)

*//DP0414-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TREES, SHRUBS AND OTHER PLANTS

FORM DP 00 01 ONLY

SCHEDULE*

Windstorm or Hail Peril (Check one):

☐ Applies to this coverage.

☐ Does not apply to this coverage.

*Entry may be left blank if shown elsewhere in this policy for this coverage.

We provide the following coverage:

1. If the Declarations show that the peril of Fire applies to this policy, we cover trees, shrubs, plants or lawns on the Described Location for loss caused by the following Perils Insured Against as described in this policy:
 - a. Fire and Lightning; and
 - b. Internal Explosion.
2. If the Declarations show that the Extended Coverage perils apply to this policy, we cover trees, shrubs, plants or lawns on the Described Location for loss caused by the following Extended Coverage perils as described in this policy:
 - a. Explosion (This peril replaces Peril 1.b. above);
 - b. Riot Or Civil Commotion;
 - c. Aircraft; and
 - d. Vehicles not owned or operated by you or a resident of the Described Location.

3. If the Declarations show that the Extended Coverage perils apply to this policy, the peril of Windstorm or Hail applies, as described in the Schedule above.
4. If the Declarations show that the peril of Vandalism Or Malicious Mischief applies to this policy, we cover trees, shrubs, plants or lawns on the Described Location for loss caused by the peril of Vandalism Or Malicious Mischief as described in this policy.

We do not cover property grown for commercial purposes.

We will pay up to the limit of liability shown in the Declarations for this coverage. No more than \$500 of this limit will be available for any one tree, shrub or plant.

All other provisions of this policy apply.

DP0417 (12/02)

*/DP0417-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL BROAD FORM AND SPECIAL FORM

We insure for loss by windstorm or hail to plants, shrubs and trees (except those grown for commercial purposes).

one plant, shrub or tree, but not to exceed 5% of the Coverage A Limit of Liability. Use of this coverage is included in the Coverage A Limit of Liability.

We will not be liable for more than \$500 on any

All other provisions of this policy apply.

DP0418 (12/02)

*/DP0418-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL - RADIO AND TELEVISION ANTENNAS, AWNINGS AND SIGNS

We insure for direct physical loss caused by windstorm or hail only to those items below for which a limit of liability is shown in this policy for this coverage:

- a. Radio or television antennas and aerials, including their lead-in wiring, masts and towers;
- b. Awnings;
- c. Signs.

All other provisions of this policy apply.

DP0419 (12/02)

*/DP0419-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERMITTED INCIDENTAL OCCUPANCIES

SCHEDULE*

Description of Occupancy:

*Entry may be left blank if shown elsewhere in this policy for this coverage.

Under Coverage C - Personal Property we cover personal property pertaining to the use of the dwelling for the occupancy described in the Schedule above for loss caused by a Peril Insured Against on the

Described Location. We will not be liable in any one loss for more than the limit of liability shown in this policy for this coverage.

All other provisions of this policy apply.

DP0420 (12/02)

*/DP0420-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IMPROVEMENTS, ALTERATIONS AND ADDITIONS

We cover, for the limit of liability shown in this policy for this coverage, Improvements, Alterations and Additions made or acquired at your expense to your part of the Described Location whether rented to others or not.

All other provisions of this policy apply.

DP0431 (12/02)

*//DP0431-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
DESCRIBED LOCATION

SCHEDULE*

Name And Address Of Person Or Organization
Interest
Described Location (Number, Street, Apartment, Town or City, County, State, ZIP Code)
*Entries may be left blank if shown elsewhere in this policy for this coverage.

The person or organization named in the Schedule above is considered an insured in this policy with respect to Coverage A - Dwelling and Coverage B - Other Structures at the Described Location listed above.

If we decide to cancel or not to renew this policy, the party named in the Schedule will be notified in writing.

All other provisions of this policy apply.

DP0441 (12/02)

*/DP0441-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DWELLING UNDER CONSTRUCTION

BUILDERS' RISK

The insurance applies only to the dwelling or structure under Coverage A while under construction.

PREMIUM

The premium is based on an average amount of insurance during construction.

AMOUNT OF INSURANCE

The limit of liability stated in the declarations for Coverage A is provisional. The actual amount of insurance on any date while the policy is in force

will be a percentage of the provisional amount. The percentage will be the proportion that the actual value of the property bears to the value at the date of completion.

OCCUPANCY

You will advise us when construction is completed for our consent to occupy the dwelling and for adjustment of premium. Occupancy of the building under Coverage A as a dwelling is permitted for 30 days after completion.

POLICY PROVISIONS

All other provisions of this policy apply.

DP1143 (12/02)

*/DP1143-200212

ISO Properties, Inc., 2002

DWELLING POLICY

STATE AUTO INSURANCE COMPANY
518 EAST BROAD STREET * COLUMBUS, OHIO 43215 * 614-464-5000

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY
518 EAST BROAD STREET * COLUMBUS, OHIO 43215 * 614-464-5000

STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY
1300 WOODLAND AVENUE * WEST DES MOINES, IOWA 50265-0150 * 515-223-9438

CORPORATE OFFICE
STATE AUTO INSURANCE COMPANIES * 518 EAST BROAD STREET * COLUMBUS, OHIO 43215-3976 * 614-464-5000

READ YOUR POLICY CAREFULLY. This policy index provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself is a legal contract between you and your insurance company and sets forth, in detail, the rights and obligations of both you and your insurance company. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.

YOUR DWELLING POLICY-QUICK REFERENCE

DECLARATIONS (Pages Numbered Separately)

Your Name
Location of Your Residence
Policy Period
Coverages
Amounts of Insurance
Deductible

	DP0001 (12/02) Beginning On Page	DP0002 (12/02) Beginning On Page	DP0003 (12/02) Beginning On Page
AGREEMENT	1	1	1
DEFINITIONS	1	1	1
COVERAGES	1	1	1
Property Coverages			
Fair Rental Value			
Additional Living Expense (certain forms)			
Other Coverages			
Other Structures			
Debris Removal			
Improvements, Alterations and Additions			
World-Wide Coverage			
Rental Value			
Reasonable Repairs			
Property Removed			
Plants, Shrubs and Trees (certain forms)			
Fire Department Service Charge			
Collapse (certain forms)			
Safety Glazing (certain forms)			
PERILS INSURED AGAINST	3	4	4
EXCLUSIONS	4	6	7
CONDITIONS	5	7	8
Insurable Interest			
Concealment or Fraud			
Duties After Loss			
Loss Settlement			
Mortgage Clause			
Cancellation			
Nonrenewal			
(See coverage form for other conditions)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE

SCHEDULE*

Earthquake Deductible Percentage Amount:

Exterior Masonry Veneer Exclusion 1.

☒ Check here only if this exclusion does not apply.

* Entries may be left blank if shown elsewhere in this policy for this coverage.

A. Coverage

1. We insure for direct physical loss to property covered under Coverages A, B or C caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.
One or more earthquake shocks that occur within a seventy-two hour period constitute a single earthquake.
2. This coverage does not increase the limits of liability stated in this policy.

B. Special Deductible

The following replaces any other deductible provision in this policy with respect to loss covered under this endorsement:

We will pay only that part of the total of all loss payable under Coverages, except:

1. Coverage D - Fair Rental Value;
 2. Coverage E - Additional Living Expenses; and
 3. The Other Coverages;
- that exceeds the earthquake deductible.

We will pay only that part of the loss which exceeds %* of the amount of insurance that applies to the destroyed or damaged property. This deductible(s) will apply separately to loss under the various Coverages of this policy. If the limit of liability on certain property is increased by endorsement, and that property is destroyed or damaged, the total limit of liability will be used in calculating and applying the deductible.

The total deductible amount will not be less than \$250.

C. Special Exclusions

1. Exterior Masonry Veneer

We do not cover loss to exterior masonry veneer caused by earthquake. The value of exterior masonry veneer will be deducted before applying the earthquake deductible described above. For the purpose of this exclusion, stucco is not considered masonry veneer.

2. Flood

We do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether:

- a. Caused by;
- b. Resulting from;
- c. Contributed to by; or
- d. Aggravated by; earthquake.

3. Filling Land

This coverage does not include the cost of filling land.

D. Exception To The Earth Movement Exclusion

The Earth Movement Exclusion in this policy does not apply to loss caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

All other provisions of this policy apply.



LEAD AND POLLUTION EXCLUSION ENDORSEMENT

The following exclusions are added to the Personal Liability policy exclusions.

This policy does not apply to:

1. Actual or alleged "bodily injury," that would not have occurred in whole or in part but for the direct or indirect ingestion, inhalation or absorption of lead, or lead compounds, in any form.
2. Actual or alleged "property damage" or "personal injury," which would not have occurred in whole or part but results directly or indirectly from lead, or lead compounds, in any form.
3. "Bodily injury," "personal injury" or "property damage" which would not have occurred in whole or part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
4. Any loss, cost or expense arising out of any:
 - a. Governmental direction or request, or that of any and all other entities, demand, order or statutory or regulatory requirements that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead, lead compounds or pollutants.
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead, lead compounds, or pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Exclusion 3 above, does not apply to "bodily injury," "personal injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire at the "insured location." As used here, a hostile fire means one which becomes uncontrollable or breaks out from where it was contained or was intended to be.

F1179 (10/00)

*/F1179-200010



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES ALARM OR FIRE PROTECTION SYSTEM

We acknowledge the installation of an alarm system and/or automatic sprinkler system approved by us on the Described Location. You agree to maintain this system or systems, for which we have granted a credit, in working order and to let us know promptly of any change, including removal, made to the system(s).

DP0470 (12/02)

*//DP0470-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ORDINANCE OR LAW COVERAGE
INCREASED AMOUNT OF COVERAGE**
FORMS DP 00 02 AND DP 00 03 ONLY

SCHEDULE*

New Total Percentage Amount:

*Entry may be left blank if shown elsewhere in this policy for this coverage.

COVERAGES

F. Other Coverages

12. Ordinance Or Law

The total limit of liability that applies,:

a. If you are an owner of a Described Location, to:

1. Coverage A
2. Coverage B; or

3. Unit-Owners Building Items; or

b. If you are a tenant of a Described Location, to Improvements, Alterations and Additions;

is increased from 10% to the percentage amount shown in the Schedule above.

All other provisions of this policy apply.

DP0471 (12/02)

*/DP0471-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

FORM DP 00 01 ONLY

SCHEDULE*

Total Percentage Amount:

*Entry may be left blank if shown elsewhere in this policy for this coverage.

When you are a tenant of a Described Location covered under this policy, the words 'covered building' used below, refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations and Additions.

1. The amount of ordinance or law coverage determined in 2. or 3. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - a. The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - b. The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - c. The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
2. If you are an owner of a Described Location, and that location:
 - a. Is insured for Coverage A or Unit-Owner Building Items, the amount of ordinance or law coverage you may use at each Described Location is determined by multiplying the limit of liability that applies to Coverage A or Unit-Owner Building Items by the percentage amount shown in the Schedule above; or

- b. Is not insured for Coverage A or Unit-Owner Building Items, the amount of ordinance or law coverage you may use at each Described Location is determined by multiplying the total limit of liability that applies to Coverage B by the percentage amount shown in the Schedule.
3. If you are a tenant of a Described Location, the amount of ordinance or law coverage you may use at each Described Location is determined by multiplying the amount of coverage that applies to Improvements, Alterations and Additions by the percentage amount shown in the Schedule.
4. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris that results from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in 1. above.
5. We do not cover:
 - a. The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - b. The costs to comply with any ordinance or law which requires any "insured" or others to:
 - (1) Test for, monitor, clean up, remove, contain, treat, detoxify or neutralize; or
 - (2) In any way respond to, or assess the effects of; pollutants in or on any covered building or other structure.Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

All other provisions of this policy apply.



AMENDMENT OF CANCELLATION PROVISION

CONDITIONS

Paragraph P.1., Cancellation is replaced by the following:

1. Any "named insured" may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.

This is paragraph Q.1. in form DP0001.

All remaining cancellation provisions are unchanged.

DF2073 (09/07)

*/DF2073-200709

AMENDATORY ENDORSEMENT

The Policy Conditions applicable to State Automobile Mutual Insurance Company and authorized signatures are hereby deleted in their entirety and replaced with the following:

POLICY CONDITIONS APPLICABLE TO STATE AUTOMOBILE MUTUAL INSURANCE COMPANY*

*DIVIDENDS

You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its Code of Regulations.

*NON-ASSESSABLE

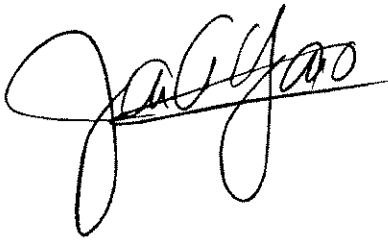
This policy is non-assessable and the insured shall not be liable for the payment of any assessment nor for the payment of any premium other than that stated in this policy.

*NOTICE OF POLICYHOLDERS MEETING

While your policy is in force, you are one of our members and are entitled to one vote, in person or by proxy, at all meetings of the members. The annual meeting of the members is held at 9 o'clock A.M. Columbus time, on the first Friday of March of each year at our Home Office 518 East Broad Street, Columbus Ohio.

We have caused this policy to be signed by our authorized officers. The Company providing coverage is named on the Declarations.

Secretary



President



FI1015 (03/07)

*//FI1015-200703



PERSONAL LIABILITY

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

- A. In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B. In addition, certain words and phrases are defined as follows:

1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in b. below, mean the following:

- a. Liability for "bodily injury" or "property damage" arising out of the:

- (1) Ownership of such vehicle or craft by an "insured";
- (2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
- (3) Entrustment of such vehicle or craft by an "insured" to any person;
- (4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
- (5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.

- b. For the purpose of this definition:

- (1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
- (2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- (3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
- (4) Motor vehicle means a "motor vehicle" as defined in 7. below.

2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.

3. "Business" means:

- a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- b. Any other activity engaged in for money or other compensation, except the following:

- (1) One or more activities, not described in (2) through (4) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4) The rendering of home day care services to a relative of an "insured".
4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
5. "Insured" means:
- a. You and residents of your household who are:
 - (1) Your relatives; or
 - (2) Other persons under the age of 21 and in the care of any person named above;
 - b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1) 24 and your relative; or
 - (2) 21 and in your care or the care of a person described in a.(1) above;
 - c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in a. or b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
 - d. With respect to a "motor vehicle" to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in a. or b. above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
 - c. Any premises used by you in connection with a premises described in a. and b. above;
 - d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
 - e. Vacant land, other than farm land, owned by or rented to an "insured";
 - f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
 - g. Individual or family cemetery plots or burial vaults of an "insured"; or
 - h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
7. "Motor vehicle" means:
 - a. A self-propelled land or amphibious vehicle; or
 - b. Any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.
8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage".
9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
10. "Residence employee" means:
 - a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent

"residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:
 - a. The one family dwelling where you reside;
 - b. The two, three or four family dwelling where you reside in at least one of the family units; or
 - c. That part of any other building where you reside; and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

LIABILITY COVERAGES

- A. Coverage L - Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

 1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
 2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.
- B. Coverage M - Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

 1. To a person on the "insured location" with the permission of an "insured"; or
 2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages L and M do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or
 - c. Is being:
 - (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
 - (2) Rented to others;
 - (3) Used to carry persons or cargo for a charge; or
 - (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
 - a. In dead storage on an "insured location";
 - b. Used solely to service an "insured's" residence;
 - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
 - (1) Being used to assist a handicapped person; or
 - (2) Parked on an "insured location";
 - d. Designed for recreational use off public roads and:
 - (1) Not owned by an "insured"; or
 - (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or
 - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:
 - (1) A golfing facility and is parked or stored there, or being used by an "insured" to:
 - (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
 - (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or
 - (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

1. Coverages L and M do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion B.1. does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in (c) and (d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

- C. "Aircraft Liability"
This policy does not cover "aircraft liability".
- D. "Hovercraft Liability"
This policy does not cover "hovercraft liability".
- E. Coverage L - Personal Liability And Coverage M - Medical Payments To Others
Coverages L and M do not apply to the following:
1. Expected Or Intended Injury
"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":
 - a. Is of a different kind, quality or degree than initially expected or intended; or
 - b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.However, this Exclusion E.1. does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;
 2. "Business"
 - a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".
This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".
 - b. This Exclusion E.2. does not apply to:
 - (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;
 - (b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
 - (c) In part, as an office, school, studio or private garage; and

- (2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services
"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;
 4. "Insured's" Premises Not An "Insured Location"
"Bodily injury" or "property damage" arising out of a premises:
 - a. Owned by an "insured";
 - b. Rented to an "insured"; or
 - c. Rented to others by an "insured";that is not an "insured location";
 5. War
"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:
 - a. Undeclared war, civil war, insurrection, rebellion or revolution;
 - b. Warlike act by a military force or military personnel; or
 - c. Destruction, seizure or use for a military purpose.Discharge of a nuclear weapon will be deemed a warlike act even if accidental;
 6. Communicable Disease
"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";
 7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse
"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or
 8. Controlled Substance
"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- Exclusions A. "Motor Vehicle Liability", B. "Watercraft Liability", C. "Aircraft Liability", D. "Hovercraft Liability" and E.4. "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage L - Personal Liability

Coverage L does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;
 - b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location"; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence"; unless excluded in a. above or elsewhere in this policy;
2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
5. "Bodily injury" or "property damage" for which an "insured" under this policy:
 - a. Is also an insured under a nuclear energy liability policy issued by the:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters;
 - (3) Nuclear Insurance Association of Canada;or any of their successors; or
 - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
6. "Bodily injury" to you or an "insured" as defined under Definitions 5.a. or b.
This exclusion also applies to any claim made or suit brought against you or an "insured":
 - a. To repay; or
 - b. Share damages with;
another person who may be obligated to pay

damages because of "bodily injury" to an "insured".

G. Coverage M - Medical Payments To Others

Coverage M does not apply to "bodily injury":

1. To a "residence employee" if the "bodily injury":
 - a. Occurs off the "insured location"; and
 - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or
- d. Any consequence of any of these; or
4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage L limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".

2. We will not pay for "property damage":
 - a. Caused intentionally by an "insured" who is 13 years of age or older;
 - b. To property owned by an "insured";
 - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - d. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
 - (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".
 This Exclusion d.(3) does not apply to a "motor vehicle" that:
 - (a) Is designed for recreational use off public roads;
 - (b) Is not owned by an "insured"; and
 - (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

CONDITIONS

A. Limit Of Liability

Our total liability under Coverage L for all damages resulting from any one "occurrence" will not be more than the Coverage L limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage M for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage M limit of liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;
 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
 4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
 5. With respect to C. Damage To Property Of Others under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".
- ### D. Duties Of An Injured Person - Coverage M - Medical Payments To Others
1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.
- ### E. Payment Of Claim - Coverage M -Medical Payments To Others
- Payment under this coverage is not an admission of liability by an "insured" or us.
- ### F. Suit Against Us
1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
 2. No one will have the right to join us as a party to any action against an "insured".
 3. Also, no action with respect to Coverage L can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

- G. Bankruptcy Of An "Insured"
Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.
- H. Other Insurance
This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
- I. Policy Period
This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.
- J. Subrogation
An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us. Subrogation does not apply to Coverage M or Paragraph C. Damage To Property Of Others under Additional Coverages.

- K. Concealment Or Fraud
We do not provide coverage to an "insured" who, whether before or after a loss, has:
 - 1. Intentionally concealed or misrepresented any material fact or circumstance;
 - 2. Engaged in fraudulent conduct; or
 - 3. Made false statements;relating to this insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL RESIDENCE RENTED TO OTHERS
1, 2, 3 OR 4 FAMILIES**

SCHEDULE*

Definition 6. which defines an "Insured location" and the exception to Exclusion E.2. "Business" in Paragraph b. are extended to include the location(s) listed below.

All other provisions of this policy apply.

Location

Number of Families

*Entries may be left blank if shown elsewhere in this policy for this coverage.

DL2404 (12/02)

*/DL2404-200212

ISO Properties, Inc., 2002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

SCHEDULE*

Name And Address Of Person Or Organization

Interest

Location

*Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

Definition 5. which defines "insured" is extended to include the person or organization named in the Schedule above, but only with respect to the "insured location shown in the Schedule, and only with respect to Coverage L - Personal Liability and Coverage M - Medical Payments to Others for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises".

EXCLUSIONS

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.

CANCELLATION AND NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.

All other provisions of this policy apply.

DL2410 (12/02)

*/DL2410-200212

ISO Properties, Inc., 2002



AMENDMENT - DUTIES AFTER A LOSS

(Twelve Month Reporting Period for Hail Losses)

CONDITIONS

Condition D, Duties After Loss is amended by the following:

Item D.1. is amended and item D.7. is added as follows:

D. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us except as shown in D.7. These duties must be performed either by you or your representative:

D. 1. Give Prompt notice to us or our agent, except as stated in D.7. below.

7. In case of a loss to covered property, we have no duty to provide coverage under this policy if the person seeking coverage fails to comply. These duties must be performed either by you or your representative:

With regards to loss by the peril of hail, in the case of a covered peril, we have no duty to provide coverage under this policy unless you or your representative reports the loss to us or our agent within twelve months from the date of the hail occurrence.

All other provisions of the policy apply.

DF2049 (05/05)

*//DF2049-200505



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED TERRORISM LOSS

The following provisions are added. However, they apply only in the event that the Secretary of the Treasury determines that the exposures covered by this policy are subject to the Federal Terrorism Risk Insurance Act.

1. Cap on Losses From Certified Acts of Terrorism

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under:

- a. The terms of the federal Terrorism Risk Insurance Act; or
- b. Any subsequent acts of Congress pursuant to the Act.

Due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The Federal Terrorism Risk Insurance Act includes the following criteria in a "certified act of terrorism":

The federal Terrorism Risk Insurance Act of 2002 includes the following criteria in a "certified act of terrorism":

- A. The act resulted in aggregate losses in excess of \$5 million; and
- B. The act:
 - (1) Is violent or dangerous to human life, property or infrastructure; and
 - (2) Is committed by an individual or individuals acting on behalf of any foreign person or foreign interest; and
 - (3) Is part of an effort:
 - (a) To coerce the civilian population of the United States; or
 - (b) To influence the policy or affect the conduct of the United States Government by coercion.

2. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, which can be attributed to coverage for terrorist acts certified under the Act. The portion of your premium which can be attributed to such coverage is \$0.00

3. Disclosure of Federal participation in Payment of terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals:

- A. For losses that occur through December 31, 2006, 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention;
- B. For losses that occur on or after January 1, 2007 through December 31, 2007, 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention; and

4. The terms of this endorsement do not provide coverage for any loss that would otherwise be excluded by this policy under:

- A. Exclusions that address war, military action, or nuclear hazard; or
- B. Any other exclusion.

All other provisions of the policy apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of the Treasury, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The Federal Terrorism Risk Insurance Act includes the following criteria in a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act:
 - a. Is violent or dangerous to:
 - (1) Human life;
 - (2) Property; or
 - (3) Infrastructure; and
 - b. Is committed by an individual or individuals acting on behalf of any foreign person or foreign interest; and
 - c. Is part of an effort:
 - (1) To coerce the civilian population of the United States; or
 - (2) To influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded, such as losses excluded by the Nuclear Hazard Exclusion or the War Exclusion.

DF2076 (01/06)

*//DF2076-200601



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM
RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:
Dwelling Fire

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act has terminated with respect to the type of insurance provided under the Dwelling Fire or any endorsement modifying the Program; or

b. A renewal, extension or continuation of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences in the Dwelling Fire or any endorsement modifying the Program.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to the Dwelling Fire Program that addresses "certified act"

of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable; and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to the Dwelling Fire Program that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement, in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or
(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an elec-tronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under the Dwelling Fire or any endorsement modifying the Dwelling Fire to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury" or "advertising injury" as may be defined in the Dwelling Fire Form or any endorsement modifying the Dwelling Fire Form.
- C. The following exclusion is added:
- EXCLUSION OF TERRORISM**
- We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":
1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
 5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the threshold is exceeded, we will include all insured damage sustained by

property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under the Dwelling Fire or any endorsement modifying the Dwelling Fire.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under the Dwelling Fire Program or any endorsement modifying the Dwelling Fire Program.

THEFT OF BUILDING MATERIALS

For an additional premium, we will pay an amount up to \$2,000 for loss by theft to building materials, whether or not permanently installed. This also includes plumbing, heating, lighting fixtures, or other articles usual to the construction of a one or two family residential structure. Contractors tools and equipment are not covered. The \$2,000 is our total limit whether the loss is to one or more of the items covered.

Deductible Clause: Coverage under this endorsement does not apply to the first \$100 in any one loss.

All Sections of your Policy form remain unchanged except as specifically modified herein.

FI- 50 (04/88)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS - ARKANSAS

CONDITIONS

The following condition is added:

J. Subrogation

The first paragraph is deleted and replaced by the following:

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. However, we are entitled to a recovery only after an "insured" has been fully compensated for the loss sustained.

All other provisions of this policy apply.

DL2503 (12/03)

*/DL2503-200312



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY		PHONE (A/C, No, Ext):	COMPANY	
FAX (A/C, No):		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:				
INSURED			LOAN NUMBER	POLICY NUMBER
			EFFECTIVE DATE	EXPIRATION DATE
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
			THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE	



DWELLING FIRE APPLICATION

DATE (MM/DD/YYYY)

AGENCY	PHONE (A/C, No, Ext):	APPLICANT'S NAME AND MAILING ADDRESS (Include county & ZIP+4)						NAIC CODE		FACILITY CODE	
	FAX (A/C, No):							POLICY #			
	CODE:		SUBCODE:		DATE AT CURR RES	CO/PLAN	HOME PHONE #			DAY	
								EVE			
AGENCY CUSTOMER ID		EFFECTIVE DATE		EXPIRATION DATE		BUSINESS PHONE #			DAY		
									EVE		

APPLICANT INFORMATION

PREVIOUS ADDRESS (If less than 3 years)				YRS AT PREV ADDR	LOCATION OF PROPERTY IF DIFF FROM ABOVE (Inc county & ZIP)					
APPLICANT'S OCCUPATION (State nature of business if self-employed)		APPLICANT'S EMPLOYER NAME AND ADDRESS			YEARS IN CURR OCC	YEARS W/ CURR EMPL	YEARS W/ PRIOR EMPL	MAR STAT	DATE OF BIRTH	SOCIAL SECURITY #
CO-APPLICANT'S OCCUPATION (State nature of business if self-employed)		CO-APPLICANT'S EMPLOYER NAME AND ADDRESS			YEARS IN CURR OCC	YEARS W/ CURR EMPL	YEARS W/ PRIOR EMPL	MAR STAT	DATE OF BIRTH	SOCIAL SECURITY #
HOW LONG HAVE YOU KNOWN THE APPLICANT?					DATE AGENT LAST INSPECTED PROPERTY:					

COVERAGES/LIMITS OF LIABILITY

POLICY TYPE	DWELLING	OTHER STRUCTURES	PERSONAL PROPERTY	RENTAL VALUE	PERSONAL LIABILITY	MEDICAL PAYMENTS	EST TOTAL PREMIUM	\$
	\$	\$	\$	ADDITIONAL EXPENSE	EACH OCCURRENCE	EACH PERSON	DEPOSIT	\$
				\$	\$	\$	BALANCE	\$
DED (Type & Amount)	ALL PERIL		WIND/HAIL		THEFT	NAMED HURRICANE *		

ENDORSEMENTS

* Not Applicable in NC

PAYMENT PLAN

 ACORD 610 Attached (NOT APPLICABLE IN NC)

ACCOUNT #:				MAIL POLICY TO:			
BILLING		IF DIRECT BILL:		IF APPLICANT BILL:		AGENT	
<input type="checkbox"/> DIRECT BILL	<input type="checkbox"/> BILL APPLICANT	<input type="checkbox"/>	<input type="checkbox"/> FULL PAY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> AGENCY BILL	<input type="checkbox"/> BILL MORTGAGEE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RATING/UNDERWRITING

FRAME	MFG HOME	YR BUILT	# ROOMS	MARKET VALUE	STRUCTURE TYPE	USAGE TYPE	FARM	# FAM- ILIES	# HSEHD RES	PURCHASE DATE/PRICE
MASONRY	VINYL SIDING			\$	DWELLING	PRIMARY	COC			
MASONRY VENEER	ALUMINUM SIDING	SQ FT	# APTS	REPLACEMENT COST	APART	SECONDARY	COMP. DATE:			
FIRE RES				\$	CONDO	SEASONAL				
NUMBER OF FIRE DIVS	TERR CODE	PREM GROUP	PROTECT CLASS	DISTANCE TO HYDRANT	PROTECTION DEVICE TYPE	HEAT TYPE	NONE	WIRING	PART	COMP
				FT	SYSTEM	SMOKE	TEMP	PLUMBING		
				MI	CENTRAL			HEATING		
FIRE/EC RATE		FIRE DISTRICT/CODE NUMBER			DIRECT	HOUSEKEEPING CONDITION		ROOFING		
					LOCAL			EXTERIOR PAINT		
DATE HEATING SYSTEM LAST SERVICED	NUM OF AMPS (ELEC SYST)	CIRCUIT BREAKERS	FUSES	KNOB & TUBE OR ALUMINUM WIRING	PLUMBING SYSTEM CONDITION	PLUMBING SYSTEM ANY KNOWN LEAKS	FOUNDATION	CLOSED		
		YES NO	YES NO	YES NO		YES NO	OPEN	NONE		
DWELLING LOCATION	OCCUPANCY	DEADBOLT	OIL STORAGE TANK LOCATION		SWIMMING POOL	WINDSTORM LOSS MITIGATION FEATURES				
WITHIN CITY LIMITS	OWNER	FIRE EXT	INDOORS	ABOVE GROUND ON MASONRY FLOOR	APPROVED FENCE					
WITHIN FIRE DIST	TENANT	VISIBLE TO NEIGHBORS	OUTDOORS	ABOVE GROUND NOT ON MASONRY FLOOR	DIVING BOARD	ABOVE GROUND				
WITHIN PROT SUBURB					SLIDE	IN - GROUND				
BLDG CODE GRADE	INSPECTED?	TAX CODE	RATING	OCCUPIED DAILY?	# WKS RENTED	WIND CLASS	SEMI- RESISTIVE	ROOF MATERIAL	CONDITION OF ROOF	
	YES NO		CLASS SPEC	YES NO		RESISTIVE	OTHER			
IF REPLACEMENT COST APPLIES, ACORD 42 ATTACHED:				RATING CREDITS		MANNED SECURITY OFF PREMISES THEFT EXCL		SPRINKLER	FIREPLACES (Enter Number)	
BASEMENT		GARAGE		BREEZEWAY				PARTIAL	CHIMNEYS	PRE-FAB
SQ FT		SQ FT		SQ FT				FULL	HEARTHES	WOOD STOVE INSERT

PRIOR COVERAGE

PRIOR CARRIER	PRIOR POLICY NUMBER	EXPIRATION DATE
---------------	---------------------	-----------------

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES IN REMARKS	YES	NO	EXPLAIN ALL "YES" RESPONSES IN REMARKS (Except question 15, 16 and 17)	YES	NO
1. ANY FARMING OR OTHER BUSINESS CONDUCTED ON PREMISES? (Including day/child care) If "Yes", list gross receipts: \$			14. DURING THE LAST FIVE (5) YEARS [TEN (10) YEARS IN RHODE ISLAND], HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY ? (In RI, failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one (1) year of imprisonment.)		
2. ANY RESIDENCE EMPLOYEES? (Number and type of full and part time employees)					
3. ANY FLOODING, BRUSH, FOREST FIRE HAZARD, LANDSLIDE, ETC?					
4. ANY OTHER RESIDENCE OWNED, OCCUPIED OR RENTED?					
5. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)			15. IS THERE A MANAGER ON THE PREMISES?		
6. HAS INSURANCE BEEN TRANSFERRED WITHIN AGENCY?			RENTERS AND CONDOS ONLY: 16. IS THERE A SECURITY ATTENDANT?		
7. ANY COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE LAST 3 YEARS? (Not applicable in MO)			17. IS THE BUILDING ENTRANCE LOCKED?		
8. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY, JUDGEMENT OR LIEN DURING THE PAST FIVE YEARS?			18. ANY UNCORRECTED FIRE OR BUILDING CODE VIOLATIONS?		
9. ARE THERE ANY ANIMALS OR EXOTIC PETS KEPT ON PREMISES? (Note breed and bite history)			19. IS BUILDING UNDERGOING RENOVATION OR RECONSTRUCTION? (Give estimated completion date and dollar value)		
10. DISTANCE TO TIDAL WATER: _____ <input type="checkbox"/> Miles <input type="checkbox"/> Feet			20. IS HOUSE FOR SALE?		
11. IS PROPERTY SITUATED ON MORE THAN FIVE ACRES? (If yes, describe land use)			21. IS PROPERTY W/IN 300 FT OF A COMMERCIAL OR NON-RESIDENTIAL PROPERTY?		
12. DOES APPLICANT OWN ANY RECREATIONAL VEHICLES (SNOW MOBILES, DUNE BUGGYS, MINI BIKES, ATVS, ETC)? (List year, type, make, model)			22. IS THERE A TRAMPOLINE ON THE PREMISES?		
13. IS BUILDING RETROFITTED FOR EARTHQUAKE? (If applicable)			23. WAS THE STRUCTURE ORIGINALLY BUILT FOR OTHER THAN A PRIVATE RESIDENCE AND THEN CONVERTED?		
			24. ANY LEAD PAINT HAZARD?		
			25. IF A FUEL OIL TANK IS ON PREMISES, HAS OTHER INSURANCE BEEN OBTAINED FOR THE TANK? (Give First Party and limit, and Third Party and limit)		
			26. IF BUILDING IS UNDER CONSTRUCTION, IS THE APPLICANT THE GENERAL CONTRACTOR?		

LOSS HISTORY			ANY LOSSES, WHETHER OR NOT PAID BY INSURANCE, DURING THE LAST ____ YEARS, AT THIS OR AT ANY OTHER LOCATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, INDICATE BELOW	APPLICANT'S INITIALS:
DATE	TYPE	DESCRIPTION OF LOSS	CAT #	AMOUNT		

ADDITIONAL INTEREST

INT #	MORTG'G	NAME AND ADDRESS	LOAN NUMBER
	ADDL INT		

REMARKS (Attach Additional Sheets if More Space is Required)

ATTACHMENTS			
	PHOTOGRAPH		RECREATIONAL VEHICLE APP
	STATE SUPPLEMENT(S) (If applicable)	SOLID FUEL SUPPLEMENT	WATERCRAFT APPLICATION
	INLAND MARINE APPLICATION	PROTECTION DEVICE CERTIFICATE	LEAD FREE PAINT CERTIFICATION
	REPLACEMENT COST ESTIMATE	PERS EXCESS/UMBRELLA APP	HOME BASED BUSINESS SUPP

BINDER/SIGNATURE

INSURANCE BINDER		IF THE "BINDER" BOX TO THE LEFT IS COMPLETED, THE FOLLOWING CONDITIONS APPLY: THIS COMPANY BINDS THE KIND(S) OF INSURANCE STIPULATED ON THIS APPLICATION. THIS INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE POLICY(IES) IN CURRENT USE BY THE COMPANY. THIS BINDER MAY BE CANCELLED BY THE INSURED BY SURRENDER OF THIS BINDER OR BY WRITTEN NOTICE TO THE COMPANY STATING WHEN CANCELLATION WILL BE EFFECTIVE. THIS BINDER MAY BE CANCELLED BY THE COMPANY BY NOTICE TO THE INSURED IN ACCORDANCE WITH THE POLICY CONDITIONS. THIS BINDER IS CANCELLED WHEN REPLACED BY A POLICY. IF THIS BINDER IS NOT REPLACED BY A POLICY, THE COMPANY IS ENTITLED TO CHARGE A PREMIUM FOR THE BINDER ACCORDING TO THE RULES AND RATES IN USE BY THE COMPANY. THE QUOTED PREMIUM IS SUBJECT TO VERIFICATION AND ADJUSTMENT, WHEN NECESSARY, BY THE COMPANY.	
EFFECTIVE DATE	EXPIRATION DATE		
TIME	12:01 AM NOON		
COVERAGE IS NOT BOUND			
APPLICABLE IN COLORADO: THE INSURER HAS THIRTY (30) BUSINESS DAYS, COMMENCING FROM THE EFFECTIVE DATE OF COVERAGE, TO EVALUATE THE ISSUANCE OF THE INSURANCE POLICY.			
PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.			
<input type="checkbox"/> Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not applicable in all states; consult your agent or broker for your state's requirements.)			
ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, MA, OH, OK, OR or VT; in DC, LA, ME, TN, VA and WA, insurance benefits may also be denied.)			
APPLICANT'S STATEMENT: I HAVE READ THE ABOVE APPLICATION AND ANY ATTACHMENTS. I DECLARE THAT THE INFORMATION IN THEM IS TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS INFORMATION IS BEING OFFERED TO THE COMPANY AS AN INDUCEMENT TO ISSUE THE POLICY FOR WHICH I AM APPLYING.			
APPLICANT'S SIGNATURE	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE

SCHEDULE*

Unit-Owners Building Items Limit Of Liability:

*Entries may be left blank if shown elsewhere in this policy for this coverage.

A. The following coverage is added for the limit of liability shown in the Schedule above.

Unit-Owners Building Items

We cover for direct physical loss caused by the Perils Insured Against:

1. The alterations, appliances, fixtures and improvements which are part of the building contained within your unit;
2. Items of real property which pertain exclusively to your unit;
3. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
4. Structures owned solely by you, other than the Described Location, on the premises of the Described Location. However, we do not cover:
 - a. Land, including land on which the Described Location, real property or structures are located;
 - b. Structures rented or held for rental to any person not a tenant of the Described Location, unless used solely as a private garage.
 - c. Structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or
 - d. Grave markers, including mausoleums.

B. The following conditions apply only to the coverage provided by this endorsement:

1. Other Insurance And Service Agreement
If, at the time of loss, there is other insurance or a service agreement in the name of a corporation or association of property

amount recoverable under such other insurance or service agreement.

2. Loss Settlement

Unit-Owners Building Items losses are settled as follows:

- a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
- b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not exceeding the amount required to repair or replace.

In this provision, the terms "repaired" or "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in Paragraph E.12. Ordinance Or Law.

3. Fair Rental Value

The following sentence is added to the Fair Rental Value Coverage in all policies covering Fair Rental Value:

We also cover the fair rental value if a loss to the building containing the property described in this policy by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use.

4. Additional Living Expense

The following sentence is added to the Additional Living Expense Coverage in all policies covering Additional Living Expense:

We also cover the necessary increase in living expense incurred by you so that your household can maintain its normal standard of living if a loss to the building containing the property described in this policy by a Peril Insured Against under this policy makes the Described Location unfit for its normal use.

owners covering the same property covered by this policy, this insurance will be excess over the

All other provisions of this policy apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**UNIT-OWNERS COVERAGE - MODIFIED OTHER
INSURANCE AND SERVICE AGREEMENT CONDITION**
SCHEDULE*

Unit-Owners Building Items Limit Of Liability:

*Entries may be left blank if shown elsewhere in this policy for this coverage.

- A. The following coverage is added for the limit of liability shown in the Schedule above.

Unit-Owners Building Items

We cover for direct physical loss caused by the Perils Insured Against:

1. The alterations, appliances, fixtures and improvements which are part of the building contained within your unit;
2. Items of real property which pertain exclusively to your unit;
3. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
4. Structures owned solely by you, other than the Described Location, on the premises of the Described Location. However, we do not cover:
 - a. Land, including land on which the Described Location, real property or structures are located;
 - b. Structures rented or held for rental to any person not a tenant of the Described Location, unless used solely as a private garage.
 - c. Structures used in whole or in part for commercial, manufacturing or farming purposes. However, we do cover a structure that contains commercial, manufacturing or farming property solely owned by you or a tenant of the dwelling provided that such property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure; or
 - d. Gravemarkers, including mausoleums.

- B. The following conditions apply only to the coverage provided by this endorsement:

1. **Other Insurance And Service Agreement**
If, at the time of loss, there is other insurance or a service agreement, in the name of a corporation or association of property

owners covering the same property covered by this policy, we will pay only for the amount of the loss in excess of the amount due from that other insurance or service agreement, whether they can collect on it or not.

2. **Loss Settlement**

Unit-Owners Building Items losses are settled as follows:

- a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
- b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not exceeding the amount required to repair or replace.

In this provision, the terms "repaired" or "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in E.12. Ordinance Or Law.

3. **Fair Rental Value**

The following sentence is added to the Fair Rental Value Coverage in all policies covering Fair Rental Value:

We also cover the fair rental value if a loss to the building containing the property described in this policy by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use.

4. **Additional Living Expense**

The following sentence is added to the Additional Living Expense Coverage in all policies covering Additional Living Expense:

We also cover the necessary increase in living expense incurred by you so that your household can maintain its normal standard of living if a loss to the building containing the property described in this policy by a Peril Insured Against under this policy makes the Described Location unfit for its normal use.

All other provisions of this policy apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY
(Non-Owner Occupied Dwelling)

SCHEDULE*

Location*

Number of Families*

*Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

Definition 6. "Insured location" is extended to include the premises shown in the Schedule above.

LIABILITY COVERAGES

Coverage L - Personal Liability and Coverage M - Medical Payments To Others are restricted to apply only with respect to "bodily injury" and

"property damage" arising out of the ownership, maintenance, occupancy or use of the premises shown below.

EXCLUSIONS

Exclusion E.2. does not apply to the premises shown in the Schedule.

All other provisions of this policy apply.

DL2411 (12/02)

*/DL2411-200212

ISO Properties, Inc. 2002



THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

NO COVERAGE FOR HOME DAY CARE BUSINESS

- A. "Business", as defined in the policy, means:
 - 1. A trade, profession or occupation engaged in on a full time, part-time or occasional basis; or
 - 2. Any other activity engaged in for money or other compensation, except the following:
 - a. One or more activities:
 - (1) Not described in b. through d. below,
 - (2) For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c. Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d. The rendering of home day care services to a relative of an "insured".
- B. If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C. If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
 - 1. That an "insured" engages in for money or other compensation; and
 - 2. From which an "insured" receives more than \$2,000 in total/combined compensation from it for the 12 months before the beginning of the policy period,the home day care service and other activity will be considered a "business".
- D. With respect to C. above home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
 - 1. Described in A.2. above, and
 - 2. Engaged in for money by a single "insured"; may be considered a "business" if the \$2000 threshold is exceeded.
- E. With respect to A. through D. above, coverage does not apply with respect to home day care service which is a "business". This policy does not provide coverage because a "business" of an "insured" is excluded under Exclusion E.2.

DL2416 (12/02)

*/DL2416-200212

ISO Properties, Inc., 2002



EARTHQUAKE COVERAGE AMENDMENT

CANCELLATION PROVISION

Regardless of any other provision in the policy the premium for Earthquake Coverage shall be considered fully earned at the time such coverage becomes effective. If the Earthquake Coverage is cancelled by you, it shall not be subject to a pro-rata refund unless the entire policy is cancelled.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM SHARING TWO OR MORE POLICIES

SCHEDULE*

The total of the limits of liability you agreed to carry for all insurance including this policy is:	
Described Location(s)	Total Limit Of Liability
	\$
	\$
	\$
	\$
*Entries may be left blank if shown elsewhere in this policy for this coverage.	

You agree to maintain the limit specified in the Schedule above for each Described Location in this policy. We will pay only the proportion of a loss caused by a Peril Insured Against under this policy that the limit that applies to the Described Location under this policy bears to the total limit that you agreed to carry for the Described Location. This is not to exceed the limits shown in the Declarations.

Under Condition H. Other Insurance And Service Agreement, Paragraph 1. does not apply to the Described Location referred to in this endorsement.

All other provisions of this policy apply.

DP0430 (12/02)

*/DP0430-200212

ISO Properties, Inc., 2002

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:		Review Status:	
Uniform Transmittal Document- Property & Casualty		Approved	08-10-2007
Comments:			
Attachment:			
PC Transmittal Document.pdf			
Satisfied -Name:		Review Status:	
Exhibit I		Approved	08-10-2007
Comments:			
Please see attached Exhibit I for a complete list of forms.			
Attachment:			
Exhibit I.pdf			

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
State Auto Insurance Companies	175

4. Company Name(s)	Domicile	NAIC #	FEIN #
State Auto Property & Casualty Insurance Company	IA	25127	57-6010814

5. Company Tracking Number	PC-DF-2007-764
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Doug Griffith, FLMI,ACS,ARC,ACP State Auto Insurance Companies 518 E. Broad st., Columbus, OH 43215	Supervisor, State Filings	614-917-5492	614-887-1615	doug.griffith@stateauto.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Doug Griffith

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	01.0 Property
10. Sub-Type of Insurance (Sub-TOI)	01.0002 Personal Property
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Dwelling Fire
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: November 15, 2007 Renewal: November 15, 2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	August 8, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The required Departmental Form and a copy of the endorsements are attached.

EXHIBIT I

ARKANSAS DWELLING FIRE INTRODUCE 2002 ISO CONTRACT EFFECTIVE NOVEMBER 15, 2007

New Form # & Edition Date	Present Form # & Edition Date	Form Name & Description of Change	Replacement, Withdrawal or Neither
DP0001 (12/02)	DP-1 (01/77)	Basic Form	R
DP0002 (12/02)	DP-2 (01/77)	Broad Form	R
DP0003 (12/02)	DP-3 (01/77)	Special Form	R
DPO103 (02/07)	DF0103 (02/07)	Special Provisions – Arkansas	R
N/A	DP0012 (02/81)	Fire Department Service Charge This provision is built into contract - #500.	Discontinue
DP0414 (12/02)	DP0014 (08/81)	Additional Living Expense	R
DP0417 (12/02)	DP0017 (01/77)	Plants, Shrubs and Trees DP-1 only. New form goes into much greater detail in spelling out covered perils. Also new form increase coverage from \$250 for any one plant...to \$500	R
DP0418 (12/02)	DP0018 (01/77)	Windstorm or Hail DP-2 and DP-3. This form provides wind and hail coverage for plants, etc. Per plant limit is increased from \$250 to \$500.	R
DP0419 (12/02)	DP0019 (01/77)	Windstorm or Hail, Radio and Televisions Antennas, Awnings, Canopies and Signs	R
DP0420 (12/02)	DP0020 (01/77)	Permitted Incidental Occupancies	R
DP0430 (12/02)	DP0030 (1/77)	Premium Sharing Editorial and clarification to form.	R
DP0431 (12/02)	DP0031 (08/82)	Improvements, Alterations and Additions	R
N/A	DP330 (09/83)	Amendatory Endorsement Form not needed as built into contract.	Discontinue

EXHIBIT I

**ARKANSAS DWELLING FIRE
INTRODUCE 2002 ISO CONTRACT
EFFECTIVE NOVEMBER 15, 2007**

New Form # & Edition Date	Present Form # & Edition Date	Form Name & Description of Change	Replacement, Withdrawal or Neither
DP0441 (12/02)	DP0441 (07/88)	Additional Insured Extends insured status to the named person for coverages A and B only. Does not affect liability coverage	R
DF0469 (12/02)	FI-0069 (07/85)	Earthquake DF prefix due to amending the deductible provision to track with ISO prior deductible provision. Also, the current % field shows 5% percentage.	R
DP0470 (12/02)	HO216 (07/77)	Premises Alarm or Fire Protection System	R
DP0471 (12/02)	HO277 (01/79)	Ordinance or Law-Increased Amount Of Coverage Form DP0002 and DP0003 ONLY	R
DP0474 (12/02)	New	Ordinance or Law Coverage DP001 with HO277 will be converted to DP0474,	N
DP1143 (12/02)	DP0043 (06/79)	Dwelling Under Construction Adopting amended form to track with ISO's DP2002 contract.	N
DP1766 (12/02)	NA	Unit-Owners Coverage .	N
DP1771 (12/02)	NA	Unit-Owners Coverage – Modified Other Insurance and Service Agreement Condition	N
DF2049 (05/05)	DF2050 (09/04)	Amendment – Duties After A Loss (Twelve Month Reporting Period for Hail Losses) (Mandatory) Form updated to track with DP2002 text.	R
DF2075 (01/06)	DF2009 (01/06)	Cap on Losses from Certified Terrorism Loss Form adopted due to 2002 contract.	R
DF2076 (01/06)	DF2010 (01/06)	Exclusion of Certified Acts of Terrorism Form adopted due to 2002 contract.	R

EXHIBIT I

ARKANSAS DWELLING FIRE INTRODUCE 2002 ISO CONTRACT EFFECTIVE NOVEMBER 15, 2007

New Form # & Edition Date	Present Form # & Edition Date	Form Name & Description of Change	Replacement, Withdrawal or Neither
DF2073 (09/07)	DF2073 (02/06)	Amendment of Cancellation Provision Updated to track with 2002 contract.	R
DF2077 (01/07)	DF2045 (01/06)	Conditional Exclusion of Terrorism (Relating to Disposition of Fed. Terrorism Risk Insurance Act) Form adopted due to 2002 contract.	R
N/A	DF2637 (01/06)	Important Notice to Policyholders (TRIA 2006 Changes)	Discontinue
DL2401 (12/02)	CPL-1 (01/78)	Personal Liability	R
DL2404 (12/02)	PL2404 (01/78)	Additional Residence Rented to Others 1, 2, 3, or 4 Families	R
N/A	PL2405 (01/78)	Additional Insured and Residence Premises	Discontinue
N/A	PL2408 (01/78)	Co-owners of Dwelling This is not currently used in other states. Let's see how many policies have.	Discontinue
DL2410 (12/02)	PL2410 (01/78)	Additional Insured Liability	R
DL2411 (12/02)	FI-83 (01/92)	Premises Liability (Non-Owner Occupied Dwelling) Form will be used to provide liability coverage for tenant occupied dwellings.	R
DL2416 (12/02)	NA	No Coverage for Home Day Care Business Form is being adopted to exclude home day care.	N
DL2503 12/03)	PL2412AR (09/86)	Special Provisions Endorsement – Arkansas	R
FI-36 (09/07)	FI-36 (01/79)	Policy Jacket (Cover Page) Form updated with current address of State Auto Property & Casualty Company.	R
FI-50 (04/88)	FI-50 (10/79)	Theft of Building Materials	R
N/A	FI-120 (02/87)	Communicable Disease Provision in contract.	Discontinue

EXHIBIT I**ARKANSAS DWELLING FIRE
INTRODUCE 2002 ISO CONTRACT
EFFECTIVE NOVEMBER 15, 2007**

New Form # & Edition Date	Present Form # & Edition Date	Form Name & Description of Change	Replacement, Withdrawal or Neither
FI-163 (02/91)	NA	Earthquake Coverage Amendment This form requires that any EQ premium be fully earned.	N
FI-179 (10/00)	FI-179 (01/93)	Lead Paint and Pollution Exclusion	R
FI1015 (03/07)	FI1015 (03/06)	Amendatory Endorsement Form updated with appropriate officer signatures.	R
ACORD 27 (2006/07)	ACORD 27 (2004/04)	Evidence of Property Insurance	R
ACORD 84 (2007/01)	ACORD 84 (2005/08)	Dwelling Fire Application	R